

**COCONINO COUNTY
NOTICE OF REQUEST FOR PROPOSALS**

NOTICE IS HEREBY GIVEN that sealed proposals will be received by the Clerk of the Board of Supervisors for furnishing the following items or services to Coconino County as follows:

UNTIL: **June 14th, 2016 at 2:00 PM** FOR

RFP NUMBER: **2016-114**

ITEM: **Snow Play Operator for Ft. Tuthill County Park**

Specifications and proposal forms are available upon request. For any questions, contact Coconino County Purchasing Department, 219 E. Cherry Ave., Flagstaff, Arizona 86001. Telephone (928) 679-7190 or visit the County web site at <http://www.coconino.az.gov/purchasing>

Proposals shall be opened and the names of the Proposers publicly read in the meeting room of the Board of Supervisors, Flagstaff, Arizona. Details of each proposal shall not be announced at the time of opening. Such information shall be made public after all negotiations are completed and an award made by the Board. Award shall be made with reasonable promptness by giving written notice to the Proposer whose proposal best conforms to the invitation and will be the most advantageous to Coconino County. Other factors to be considered may include, but are not limited to, quality, uniformity of product and Proposer's past performance on other contracts. Award may be made to other than the low cost proposal. However, all proposals may be rejected if the Board of Supervisors determines that rejection is in the public interest.

A pre-proposal meeting will be held on Thursday May 19th at 10:00 am at Ft Tuthill County Park Mess Hall Meeting Room, 2446 Ft. Tuthill Loop Rd, Flagstaff, AZ 86001. Although this meeting is not mandatory, all interested vendors are encouraged to attend.

Wendy Escoffier, Clerk
Board of Supervisors
Coconino County, Arizona

INSTRUCTIONS TO PROPOSERS

1. **PROPOSALS SHALL BE SUBMITTED WITH ONE ORIGINAL AND SEVEN COPIES.** In submitting Proposals, please reference the serial Proposal number on the envelope/package for the purpose of identification. **All Proposals shall be submitted with original ink signatures by the person authorized to sign.**
2. Proposals shall be delivered to and time stamped by the office of the Clerk of the Board of Supervisors, 219 E. Cherry Avenue Second Floor, Flagstaff, Arizona, 86001, on or before the day and hour set for the opening of Proposals in the published notice. Proposals shall be enclosed in a sealed envelope bearing the title and number of the RFP and the name of the Proposer. It is the sole responsibility of the Proposer to see that his/her Proposal is received at the proper time. Neither electronic nor “faxed” proposals shall be accepted.
3. Erasures, interlineations or other modifications in the Proposal shall be initiated in original ink by the authorized person signing the Proposal.
4. In the case of errors in extension of prices in Proposal, the unit price will govern.
5. Any Proposer may withdraw his/her Proposal, either personally or by written request, at any time prior to the closing time for receipt of Proposals. Telegraphic, “faxed”, or mailgram withdrawals will not be effective.
6. All amendments to Proposals must be signed and returned to the Clerk of the Board of Supervisors with the Proposal on the specified due date and time.
7. Proposals will be opened and read in the meeting room of the Board of Supervisors at the time indicated in the call for Proposals. Details of each proposal, including proposed fees shall not be announced at the time of opening. Such information shall be made public after all negotiations are completed and an award made.
8. Proposals received after the scheduled closing time for receipt of Proposals will be returned, unopened, to the Proposer(s).
9. Per A.R.S. 11-254.01, award will be made with reasonable promptness to the Proposer whose Proposal best conforms to the Proposal Scope of Work and will be most advantageous to the County with respect to price, conformity to Scope of Work, and other factors.
10. All Proposals may be rejected if the Board determines that rejection is in the public interest.
11. The County reserves the right to waive any informalities in accepting and evaluating Proposals.

12. If a person contemplating a Proposal for a proposed contract is in doubt as to the true meaning of any part of the Proposal documents, or finds discrepancies in or omissions from said documents, he/she shall submit to the Coconino County Purchasing office a written request for an interpretation or correction thereof. The person submitting the request shall be responsible for its prompt delivery.
13. It is the responsibility of all Proposers to examine the entire set of Proposal documents and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy prior to submitting a Proposal. The proposer is required to insure that the documents received through any electronic method or Bid posting service are complete. Negligence in preparing a Proposal confers no right of withdrawal after due date and time.
14. Questions regarding the Scope of Work received less than 14 DAYS PRIOR TO THE DUE DATE before the Proposal opening shall not be answered. Any interpretation or correction of the proposed documents will be made only by addendum, duly issued, and a copy of such addendum will be mailed or delivered to all who are known to have received a set of Proposal documents. Coconino County is not responsible for any other explanations or interpretations of the proposed documents.
15. Any addenda will be mailed or delivered to all who are known by the County to have received a set of Proposal documents, and to offices where Proposal documents have been filed for review purposes. Each Proposer may ascertain prior to submitting his/her Proposal that he/she is in receipt of all addenda issued by telephoning the Purchasing office at (928) 679-7190. Proposer shall acknowledge all addenda in accordance with the instructions on the Proposal.
16. Failure on the part of the Proposer to comply with all of these instructions may result in Proposal rejection by the Board of Supervisors.
17. All Proposal prices shall be guaranteed by the Proposer to remain unchanged for a period of one hundred and twenty (120) days from and including the date of the Proposal opening.
18. The Proposal specifications shall take precedence in any situation where the instructions to Proposer and the Proposal specifications are contradictory.
19. Coconino County, City of Flagstaff, Flagstaff Unified School District, Northern Arizona University, and Coconino Community College have implemented an Intergovernmental Cooperative Purchasing Agreement. The County is also a member of the cooperative purchasing group Strategic Alliance for Volume Expenditures (SAVE) which allows participating agencies to utilize awarded County contracts. Vendor(s) shall acknowledge and agree that the Proposal and proposal prices offered to the County will also be offered to these additional agencies should they elect to purchase off of this contract. Vendor shall note how long the Proposal prices shall remain firm. Each agency shall be responsible for ordering and payment of each order placed through this cooperative purchasing agreement.

20. All proposers shall complete the attached Disclosure of Responsibility Statement and the Non-Collusion Affidavit. Failure to do so may result in rejection of that proposal.
21. Coconino County and vendors will use their best cooperative efforts to resolve disputes arising in the normal course of business at the lowest organizational level between each party's staff with appropriate authority to resolve such disputes. When a dispute arises which cannot be resolved in the normal course of business, the authorized persons shall notify the other of the dispute, with the notice specifying the disputed issues and the position of the party submitting the notice. The authorized persons shall use their best good faith efforts to resolve the dispute within five business days of submission by either party to the other of such dispute notice.
22. All known subcontractors to this project must be indicated in the submittal. No subcontract will be construed as making the County a party of or to such subcontract, or subjecting the County to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the Independent Contractor of liability and obligation under this contract; and despite any such subletting, the County shall deal through the Independent Contractor. Subcontractors will be dealt with as workmen and representatives of the Independent Contractor.
23. The offeror's products, services and facilities shall be in full compliance with all applicable Federal, State and local health, environmental, and safety laws, regulations, standards and ordinances regardless of whether or not they are referred to by the County. The proposer shall be familiar with and operate within the guidelines set forth by the Occupational Safety and Health Act.
24. Coconino County's purchasing policy is in accordance with ARS 11-254.01. The County Board of Supervisors had adopted and approved this policy. The policy can be viewed on the County web site at <http://www.coconino.az.gov/purchasing>
25. Any proposer objecting to the recommendation of award, rejection of a proposal, solicitation procedures of an RFP, or any portion thereof, must submit a written protest to the Purchasing Specialist. This protest must be submitted prior to the Board of Supervisors meeting at which the recommendation is on the agenda for award or rejection. The protest must be filed with the Purchasing Specialist within three business days from notification of the recommendation. A complete description of the protest procedures may be found in the County Purchasing Policy located on the County's web site at <http://www.coconino.az.gov/purchasing>
26. If the County is unable to successfully negotiate a contract with the highest rated offeror, the County may, begin negotiations with the next highest rated proposal, cancel that RFP and re-solicit or completely cancel the RFP.

**STATEMENT REGARDING RESPONSIBILITY AND COMPLIANCE WITH
IMMIGRATION AND ANTI-TERRORISM LAWS**

1. List any convictions of any person, subsidiary, or affiliate of the company, arising out of obtaining, or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.

2. List any convictions of any person, subsidiary, or affiliate of this company for offenses such as embezzlement, theft, fraudulent schemes, etc. or any other offenses indicating a lack of business integrity or business honesty which affect the responsibility of the contractor. (See procurement policy section 7.2 for types of offenses.)

3. List any convictions or civil judgments under state or federal antitrust statutes.

4. List any violations of contract provisions such as knowingly (without good cause) to perform, or unsatisfactory performance, in accordance with the specifications of a contract.

5. List any prior suspensions or debarments by any government agency.

6. List any contracts not completed on time.

7. List any penalties imposed for time delays and/or quality of material and workmanship.

8. List any documented violations of federal or state labor laws, regulations, or standards, occupational safety and health rules.

9. In accordance with A.R.S § 41-4401, Offeror hereby warrants its compliance with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations related to the immigration status of its employees, and A.R.S. §23-214 which requires every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e-verify program and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer.

I, _____, as _____
Name of Individual Title & Authority

Of _____, declare under oath that
(Company Name)

The above statements, including any supplemental responses attached hereto, are true.

Signature

State of _____

County of _____

Subscribed and sworn to before me on this _____ day of _____

20 ____ by _____ representing him/herself to be
_____ of the company named herein.

Notary Public

My Commission Expires

**AFFIDAVIT BY CONTRACTOR
CERTIFYING THAT THERE WAS NO
COLLUSION IN BIDDING FOR CONTRACT**

STATE OF ARIZONA)
) ss
COUNTY OF:)
)

(Name of Company, Representative)
being first duly sworn, deposes and says:

That she/he is _____ of _____
 (Title)
(Name of Company) _____
_____ and

That pursuant to Section 112 (C) of Title 23 USC, he/she certifies as follows:
That neither he/she nor anyone associated with the said

(Name of Company)

has, directly or indirectly entered into any agreement, participated in any collusion or otherwise
taken any action in restraint of free competitive bidding for the bid for the:

**RFP 2016-114
Snow Play Operator for Ft. Tuthill County Park**

By: _____
(Name of Individual/Representative)

Subscribed and sworn to before me this _____ day of _____, 20____

Title:

My Commission expires:

(Notary Public)

Coconino County
RFP 2016-114
Snow Play Operator for Ft. Tuthill County Park

1.0 Purpose

The purpose of this Request for Proposal (RFP) is to obtain proposals from interested and experienced Independent Contractors (IC) to successfully design, build and operate a snow play area at Fort Tuthill County Park. The County seeks a contract with a professional operator(s) that possesses the knowledge, experience and expertise to create and operate a desirable snow play area that will appeal to both to the local community and visitors.

1.1 Project Goals

The primary goals of this RFP are to:

- i. Create a desirable snow play destination for the local community and visitors to the Flagstaff area.
- ii. Ensure that the snow play area is designed and built to the necessary standards to ensure fun and safety for all users.
- iii. Ensure that visitors receive high quality services and experiences with multiple snow play options to choose from (both passive and active).
- iv. Accommodate a high volume of visitors while delivering a positive experience.
- v. Identify amenities for early stages of the project with potential future expansion opportunities
- vi. Ensure a consistent and effective marketing and promotional plan that will maximize awareness of, and attendance at the snow play area.
- vii. Develop a mutually beneficial revenue share model between the successful proposer(s) and Coconino County Parks and Recreation

1.2 Pre-Proposal Meeting

A pre-proposal meeting will be held at the Fort Tuthill County Park Mess Hall Conference Room (Building #17) on Thursday May 19th at 10:00 am. This meeting will include a site visit and an opportunity to review, clarify and answer any questions pertaining to the RFP.

2.0 Background

Fort Tuthill County Park

The area identified for snow play is owned and managed by the Coconino County Parks and Recreation Department (CCPR). Fort Tuthill County Park is the hub of all Parks and Recreation operations for the County. Fort Tuthill is the site of the Coconino County Fair Grounds, Pepsi Amphitheater, and many special events throughout the year. Fort Tuthill is located just 4 miles south of Flagstaff with easy access off the I-17 at exit 337.

Snow play is an enormously popular activity during winter months. The region's high elevation makes it an ideal location in which to enjoy snow play. During holiday weekends when there is good snow cover, thousands of visitors come to the Flagstaff area to enjoy the snow. The Coconino Parks and Recreation Master Plan and the Fort Tuthill Master Plan both identify snow play as a needed recreational amenity, and Fort Tuthill as an excellent location.

Fort Tuthill County Park is comprised of 413 acres and offers natural areas, trails, picnic areas, a tree top adventure course, bike skills course, a campground, the County Fairgrounds, stables and numerous equestrian facilities. At present snow play seekers use Fort Tuthill for passive snow play. The County does not conduct any programming regarding snow play but is open for public use.

3.0 Scope of Work

3.1 Snow Play Site Information

The area identified for snow play is approximately 13 acres in size and is due north of the campground area within Fort Tuthill County Park. The attached map, (exhibit A) shows the proposed area. There are currently no utilities (water, power, or sewer) available at the site. The site is accessed through the campground road. Due to funding limitations, the County has no current plans to make improvements to this site in the coming years.

The parking areas at Fort Tuthill can accommodate approximately 1200 vehicles (exhibit B), however only a small portion is currently plowed by CCPR staff during the winter months. These parking spaces are shared with other partners and the general public.

The snow play area is bounded by state land to the north, the campground to the east, and the Bridge Trail to the south and west. Access to the snow play area will be through the campground utilizing the campground access road.

The Fort Tuthill snow play area shall be used to operate, manage, and maintain a snow play area for winter day use recreation according to the following:

<u>Snow Play area</u>	<u>Open</u>	<u>Close</u>
<u>See appendix A</u>	Mid November*	March 31*

* Pending adequate snowfall amounts

Weather conditions and adequate snow accumulations pending, the successful Proposer will open and close the above area within the period dates shown, as feasible, and mutually agreed with Coconino County. This will include daily operating hours, days of operation, and fee collection.

3.2 Project Scope

Proposers shall provide information regarding their proposed approach to developing, operating, and maintaining, the snow play area at Fort Tuthill County Park. At minimum, the proposers shall provide information with regard to:

3.2.1 Site Development

- a. Proposed amenities within the snow play area (to include concept plans and impact to the physical environment)
- b. Ingress and egress to the area
- c. Any proposed upgrades to the site
- d. Securing snow play area (fencing or other)
- e. Environmental concerns

3.2.2 General Operations

- a. Operating season (pre-season, peak winter, post season)
- b. Cleaning and maintenance
- c. Waste management (portable toilets, trash etc.)
- d. Concessions & rental/retail sales
- e. Additional operating provisions and insurance

3.2.3 Management, Supervision and Staffing

- a. Personnel management
- b. Parking
- c. Traffic control
- d. Proposed activities

3.2.4 Public safety and Emergency Procedures

- a. Emergency protocol
- b. Emergency response plan
- c. Evacuation procedures
- d. General safety protocols and procedures

3.2.5 Parking and Traffic Mitigation Plan

- a. Parking and parking management plan
- b. Traffic control plan (peak periods egress and regress to Fort Tuthill Park)

3.2.6 Fiscal Impact

- a. Use fees
- b. Revenue share plan with County Parks and Recreation Department

3.2.7 Phased Future Growth and Development of the Snow play Area

- a. Describe possible future amenities and factors that would trigger possible expansion of operations.

4.0 Additional Information

- There are no utilities of any kind that currently serve the identified snow play area
- Snowmaking:
If the proposer includes snowmaking of any kind in the submittal it will be necessary to conduct public outreach to ensure that it aligns with community values and receives community support.
- Artificial Lighting:
If the proposer includes artificial lighting of any kind in the submittal it will be necessary to conduct public outreach to ensure that it aligns with community values and receives community support.
- Non Exclusive Use
The identified Snow play Area is non-exclusive; Coconino County Parks & Recreation reserves the right to allow space to be utilized for activities that do not impact or interfere with Snow play operations.

5.0 Submittal Requirements

- Signed letter of Introduction
- Proposal that includes information relating to all areas of the Section 3.2 Project Scope.
- Proposal shall include examples of similar, successful operation of recreational areas. This experience in this field does not have to be snow related, just something that shows similar experience.
- Revenue sharing model. Financial statements may be requested as a part of the final recommendation and award.

- References – include contact name, telephone number and email address.
- Proposal to be double sided and no longer than 20 pages in length

Vendors may be asked to provide additional information relating to the financial capacity of the Offeror during contract negotiations.

6.0 Evaluation

Proposals will be evaluated according to the following criteria shown in descending order of importance. The recommendation will be made to the firm that provides the overall best value and is in the best interest of the County.

- Snow play operational plan. How well the plan meets the County goals and requirements
- Revenue sharing model
- Experience in providing similar operations

7.0 Insurance

The Independent Contractor will provide and maintain and cause its sub-contractors to provide and maintain appropriate insurance acceptable to the County.

A. In no event will the total coverage be less than the minimum insurance coverage specified below:

- i. Commercial General Liability occurrence version in an amount not less than One Million Dollars (\$1,000,000) per occurrence/Two Million Dollars (\$2,000,000) aggregate. The policy shall include coverage for bodily injury, property damage, personal injury, and products and completed operations and shall include the following;

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Fire Legal Liability	\$50,000
Each Occurrence	\$1,000,000

- ii. Automobile Liability in an amount not less than One Million Dollars (\$1,000,000) combined single limit (CSL) per occurrence to include either “any auto” or “scheduled, owned, hired, and or non-owned vehicles. Such insurance shall include coverage for loading and unloading hazards.
- iii. A Certificate of Insurance for workers’ compensation coverage or Sole Proprietor Waiver, if the Independent Contractor has no employees. If a Certificate of Insurance is provided, the insurer must agree to waive all rights of subrogation against the County, its officers, agents, employees and volunteers for losses arising from work performed by the Independent Contractor for the County.

- B. The Independent Contractor will name the County, its agents, officials, employees and volunteers as additional insureds for general liability including premises/operations, personal and advertising injury, products/completed operations, and as additional insured for automobile liability, and will specify that the insurance afforded by the Independent Contractor is primary insurance and that any insurance coverage carried or self-insurance by the County, any department or any employee will be excess coverage and not contributory insurance to that provided by the Independent Contractor. Said policies must contain a severability of interest provision. County reserves the right to continue payment of premium for which reimbursement will be deducted from amounts due or subsequently due Independent Contractor.
- C. If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.
- D. Upon the execution of this Agreement by the Independent Contractor, the Independent Contractor will furnish the County with copies of the Certificates of Insurance drawn in conformity with the above insurance requirements. The County reserves the right to request and receive certified copies of any or all of the above policies and/or endorsements. Failure on the part of the Independent Contractor to procure and maintain the required liability insurance and provide proof thereof to the County within ten (10) days following the commencement of a new policy, will constitute a material breach of the Agreement upon which the County may immediately terminate the Agreement.
- E. The Independent Contractor will comply with statutory requirements for both workers' compensation and unemployment insurance coverage during the term of this Agreement. A Certificate of Insurance for workers' compensation coverage, or Sole Proprietor Waiver, will be provided within ten (10) days of signing this Agreement. The insurer must agree to waive all rights of subrogation against the County, its officers, agents, employees and volunteers for losses arising from work performed by the Independent Contractor for the County.

Independent Contractor Information
RFP 2016-114

Company Name

Address

City / State / Zip

Authorized Signature

Printed Name and Title

Telephone/Fax

Date

E-mail Address

Federal Tax ID #

INDEPENDENT CONTRACTOR AGREEMENT (hereinafter the "Agreement") made this day_____ of _____, 2016,

BETWEEN

(hereinafter the "Independent Contractor"),

AND

COCONINO COUNTY, a political subdivision of the State of Arizona, of 219 East Cherry Avenue, Flagstaff, Arizona 86001, (hereinafter the "County");

WHEREAS:

- A. The Count has a need for an Independent Contractor to provide the operation and management of a snow play area at Ft Tuthill county Park (hereinafter, the Services); and,
- B. The County issued RFP 2016-114 in order to obtain the Services; and,
- C. The Independent Contractor submitted the successful proposal; and,
- D. The parties wish to contract upon the following terms and conditions.

THEREFORE, in consideration of their mutual promises set out herein, the Independent Contractor and the County agree as follows:

I. Scope of Work

To be negotiated

II. Compensation/Revenue Plan

To be negotiated

III. Term of Agreement

To be negotiated

IV. Termination of Agreement

Either party may terminate this Agreement, with or without cause, by giving ninety (90) days written notice to the other party. In that event, the terminate date shall be the thirtieth (30th) day after furnishing proper notice to the other party.

V. Insurance

The Independent Contractor will provide and maintain and cause its sub-contractors to provide and maintain appropriate insurance acceptable to the County.

A. In no event will the total coverage be less than the minimum insurance coverage specified below:

- i. Commercial General Liability occurrence version in an amount not less than One Million Dollars (\$1,000,000) per occurrence/Two Million Dollars (\$2,000,000) aggregate. The policy shall include coverage for bodily injury, property damage, personal injury, and products and completed operations and shall include the following;

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Fire Legal Liability	\$50,000
Each Occurrence	\$1,000,000

- ii. Automobile Liability in an amount not less than One Million Dollars (\$1,000,000) combined single limit (CSL) per occurrence to include either “any auto” or “scheduled, owned, hired, and or non-owned vehicles. Such insurance shall include coverage for loading and unloading hazards.
- iii. A Certificate of Insurance for workers’ compensation coverage or Sole Proprietor Waiver, if the Independent Contractor has no employees. If a Certificate of Insurance is provided, the insurer must agree to waive all rights of subrogation against the County, its officers, agents, employees and volunteers for losses arising from work performed by the Independent Contractor for the County.

B. The Independent Contractor will name the County, its agents, officials, employees and volunteers as additional insureds for general liability including premises/operations, personal and advertising injury, products/completed operations, and as additional insured for automobile liability, and will specify that the insurance afforded by the Independent Contractor is primary insurance and that any insurance coverage carried or self-insurance by the County, any department or any employee will be excess coverage and not contributory insurance to that provided by the Independent Contractor. Said policies must contain a severability of interest provision. County reserves the right to continue payment of premium for which reimbursement will be deducted from amounts due or subsequently due Independent Contractor.

C. If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

D. Upon the execution of this Agreement by the Independent Contractor, the Independent Contractor will furnish the County with copies of the Certificates of Insurance drawn in conformity with the above insurance requirements. The County reserves the right to request and receive certified copies of any or all of the above policies and/or endorsements. Failure on the part of the Independent Contractor to procure and maintain the required liability insurance and provide proof thereof to the County within ten (10) days following the commencement of a new policy, will constitute a material breach of the Agreement upon which the County may immediately terminate the Agreement.

E. The Independent Contractor will comply with statutory requirements for both workers' compensation and unemployment insurance coverage during the term of this Agreement. A Certificate of Insurance for workers' compensation coverage, or Sole Proprietor Waiver, will be provided within ten (10) days of signing this Agreement. The insurer must agree to waive all rights of subrogation against the County, its officers, agents, employees and volunteers for losses arising from work performed by the Independent Contractor for the County.

VI. Indemnification

The Independent Contractor will at all times, to the fullest extent permitted by law, indemnify, keep indemnified, defend and save harmless the County and/or any of its agents, officials and employees from any and all claims, demands, suits, actions, proceedings, losses, costs and/or damages of every kind and description, including any attorney's fees and/or litigation expenses, which may be brought or made against or incurred by the County on account of loss of or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reason of any alleged act, omission, professional error, fault, mistake, or negligence of the Independent Contractor, its employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to the performance of this Agreement or arising out of Workers' Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of the Independent Contractor and/or its subcontractors or claims under similar such laws or obligations. The Independent Contractor's obligations under this paragraph do not extend to any liability caused by the sole negligence of the County or its employees.

VII. Independent Contractor's Status

The Independent Contractor will operate as an independent contractor and not as an officer, agent, servant, or employee of the County.

A. The Independent Contractor will be solely responsible for the acts and omissions of its officers, agents, servants, and employees. As an independent contractor, the Independent Contractor is responsible for the payment of all applicable income and

employment taxes and for providing all workers' compensation insurance required by law.

B. The independent contractor will operate as an independent entity and none of the employees of the independent contractor are to be considered employees of Coconino County. Independent contractor employees are not eligible for Coconino County group health insurance or other benefits.

C. The independent contractor will be solely responsible for offering health insurance to its employees as required by the Affordable Care Act, and for any penalties charged to it by the Internal Revenue Service for noncompliance with the Affordable Care Act.

D. In performance of services within this contract, the independent contractor shall determine his/her necessary hours of work. Contractor shall provide whatever tools; equipment, vehicles, and supplies Contractor may determine to be necessary in performance of services hereunder. Contractor may establish offices in such locations within or outside Arizona, as Contractor may determine to be necessary for the performance of services hereunder, and shall be responsible for all expenses of operation of said office, including expenses incurred in hiring employees and assistants to Contractor.

E. The Independent Contractor has no authority to enter into contracts or agreements on behalf of the County. This Agreement does not create a partnership between the parties.

VIII. Force Majeure

Independent Contractor will not be liable for any unforeseen acts or events that prevent it from performing its obligations under this Agreement, if beyond the control of the party despite exercise of due diligence, including, but not limited to, delays caused by fire, flood, earthquake, landslide, washouts, storm damage, acts of war or terrorism, unavailability of materials or supplies, epidemics, labor strikes, civil disturbances, insurrections, riots, explosions, and acts of God.

IX. Immigration and Scrutinized Business

Pursuant to A.R.S. 41-4401, Coconino County, as a political subdivision of the State of Arizona, is required to include in all contracts the following requirements:

A. The Independent Contractor and each of its subcontractors warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-314(A).

B. A breach of warranty under paragraph (a) above shall be deemed a material breach of the contract and is subject to penalties up to and including termination of the contract.

C. The County retains the legal right to inspect the papers of the Independent Contractor or an of its subcontractors who work on the contract to ensure that Independent Contractor or its subcontractor(s) is complying with the warranty provided under paragraph (a) above.

D. False certifications may result in the termination of this contract.

X. Non-Appropriation of Funds

Notwithstanding any other provisions in this Contract, this Contract may be terminated if the County's governing body does not appropriate sufficient monies to fund its obligations herein or if grant funds are terminated or reduced for the purpose of maintaining this Contract. Upon such termination, the County shall be released from any obligation to make future payments and shall not be liable for cancellation or termination charges.

XI. Amendment and Entirety of Contract

This document constitutes the entire agreement between the parties with respect to the subject matter hereto and supersedes all previous proposals, both oral and written, negotiations, representation, commitments, writings, agreements and other communications between the parties. It may not be changed or modified except by an instrument in writing signed by a duly authorized representative of each party.

XII. Records

The Independent Contractor will:

A. Submit all reports and invoices specified in this Agreement.

B. Retain and contractually require each subcontractor to retain all data and other records relating to the acquisition and performance of this Agreement (hereinafter the "Records") for a period of (5) years after the termination or completion of this Agreement. If any litigation, claim, dispute or audit is initiated before the expiration of the five (5) year period, the Records will be retained until all litigation, claims, disputes or audits have been finally resolved. All Records will be subject to inspection and audit by the County at reasonable times. Upon request, the Independent Contractor will produce a legible copy of any or all Records.

XIII. Approval by the County

Before this Agreement can become effective and binding upon the County, it must be approved by the County Board of Supervisors. In the event that the Board of Supervisors fails or refuses to approve this Agreement, it will be null and void and of no effect whatsoever.

XIV. Waiver

The failure of either party at any time to require performance by the other party of any provisions hereof will in no way affect the party's subsequent rights and obligations under that provision. Waiver by either party of the breach of any provision hereof will not be taken or held to be a waiver of any succeeding breach of such provision or as waiver of such provision itself.

XV. Non-assignment

This Agreement is non-assignable. Any attempt to assign any of the rights, duties or obligations of this Agreement is void.

XVI. Cancellation of Agreement

This Agreement may be cancelled by the County pursuant to A.R.S. § 38-511.

XVII. Non-discrimination

The Independent Contractor will comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations prohibiting discrimination.

XVIII. Notice

Any notice given in connection with this Agreement must be given in writing and delivered either by hand to the party or by certified mail-return receipt to the party's place of business as set forth above.

XIX. Choice of Law

Any dispute under this Agreement or related to this Agreement will be decided in accordance with the laws of the State of Arizona.

XX. Severability

If any part of this Agreement is held to be unenforceable, the rest of the Agreement will nevertheless remain in full force and effect.

XXI. Authority

Independent Contractor warrants that the person signing below is authorized to sign on behalf of Independent Contractor and obligate Independent Contractor to the above terms and conditions.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date hereinbefore indicated.

(Name of Independent Contractor in CAPS) COCONINO COUNTY

By _____
(Name and title)

By _____
Chair, Board of Supervisors

ACKNOWLEDGED before me
by (Name) as (title) of and for
(Independent Contractor) on
this ____ day of _____, 2016.

ATTEST:

Clerk of the Board

Notary Public

Approved as to form:

Deputy County Attorney

My Commission Expires